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## Testimony for Raised Bill:

### **Raised Bill No. 952 - AN ACT CONCERNING THE RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS REGARDING BED BUG INFESTATION**

The Connecticut Apartment Association (CTAA) represents over 30,000 units, the largest number of apartments represented by any association in the state. CTAA members consist of the state's leading firms in the multifamily rental housing industry. The association's mission is to provide quality rental housing to residents of Connecticut. Our parent organization, the National Apartment Association (NAA), represents more than 6 million apartment homes throughout the United States and Canada. The CTAA applauds the work of the Housing Committee on developing this bill. We are pleased to see that you have taken into consideration several issues raised by our association in previous testimony on this issue.

As drafted, Raised Bill No. 952 represents a comprehensive effort to address landlord and tenant responsibility in regard to bed bug infestations. However, there is one provision in the bill that the CTAA considers harmful and punitive. Specifically, the language in Section 1(b) that states:

*"Before renting a dwelling unit, a landlord shall disclose to a prospective tenant, fully and accurately, whether the unit the landlord is offering for rent or any adjacent unit is currently infested with bed bugs or has been treated for such infestation in the twelve months preceding the disclosure."*

This language would severely damage the marketability of properties that have been treated for bed bugs, as owners are required to disclose this information even though the bugs have been verifiably eradicated. We strongly agree that no landlord should ever rent a unit that is knowingly infested with bed bugs, but the one year look back is arbitrary and has no bearing on the current state of the unit. We strongly oppose the inclusion of this provision in this bill.

For your reference, we are once again attaching model bed bug legislation developed by the National Apartment Association. We believe that this legislation comprehensively and fairly addresses the rights and responsibilities of tenants and landlords when dealing with a bed bug infestation. We hope that as the Housing Committee continues its work on this bill, the model legislation will serve as a reference and source of language for inclusion in your bill.

Members of the CTAA are happy to make themselves available to your committee for further information on bed bug infestations in rental housing and we thank you for your time and your work on this important issue.

Sincerely,  
Sara Reyes Bickell  
President, Connecticut Apartment Association

# National Apartment Association Model Bed Bugs Legislation

Title XX: Real Property

Chapter XX: (STATE) Residential Landlord and Tenant Act

Article: Multifamily Residential Bed Bug Control

§XX-XX-XX: An act to amend §(STATE statute(s)) related to bed bug control in multifamily residential rental property.

Section 1.

A) The legislature of the (STATE) finds and declares that:

Populations of the common bed bug, *cimex lectularius*, have increased by 500 percent in recent years; and

Tenants of multifamily residential dwelling units are in the best position to detect infestations of bed bugs within their dwelling unit and should be vigilant regarding the detection and prevention of bed bugs in their home.

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Section 2.

As used in this article:

“Bed Bug” means an insect of the species “*cimex lectularius*,” commonly referred to as a bed bug.

“Control” means the process required by a professional pesticide applicator to attempt to eliminate or manage an infestation of bed bugs by poisoning, spraying, fumigating, trapping, heating or by any other recognized and lawful pest elimination method, including repeated application of any treatment, particularly to areas where bed bugs are likely to congregate.

“Infestation” means the presence of bed bugs or signs of their presence in a quantity large enough that the tenant of a multifamily residential rental dwelling unit has knowledge or should have had knowledge concerning the presence of bed bugs in the unit.

“Surrounding unit” means unit or units that share a common wall or are located adjacent to, above or below the unit in question.

### Section 3.

Upon written notice from a tenant of a multifamily residential rental property that he or she suspects the presence of bed bugs in his or her unit, the landlord or the landlord’s designated pest control professional shall within ten (10) business days visually inspect the unit for bed bugs.

Upon conclusion that an infestation of bed bugs does exist in the unit following an inspection in accordance with Sub. A of this Section, the landlord shall within ten (10) business days contact a pest control professional and use reasonable care to ensure control of the infestation begins.

Control of bed bugs shall be deemed completed if there has been no evidence of bed bug activity for thirty (30) days after the last application of any treatment.

When a landlord requires access to a multifamily residential rental dwelling unit for purposes of inspecting for an infestation of bed bugs or controlling an infestation of bed bugs, the landlord shall provide notice<sup>1</sup> to the tenant that the landlord requires access for purposes of inspecting or controlling the infestation of bed bugs.

Except in a situation where a landlord has been grossly negligent, the landlord and the landlord’s employees, officers, agents and directors shall not be liable to the tenant or the tenant’s guests for any damages relating to and arising from the infestation of bed bugs or the inspection for and control of bed bugs.

### Section 4.

A tenant of multifamily residential rental property shall maintain their dwelling unit free of an infestation of bed bugs.

The failure of a tenant to report any bed bug infestation within his or her dwelling unit within seven (7) days after move-in shall be an acknowledgement by tenant that the dwelling unit is acceptable and bed bug free.

A tenant who has knowledge of or should have had knowledge concerning an infestation of bed bugs or who suspects the presence of bed bugs in their dwelling unit, based on the presence of characteristic bite marks or other known indicating factors, shall notify the landlord in writing as to the presence of bed bugs within his or her unit within 48 hours of knowing or suspecting the presence of bed bugs. Notice provided to the landlord by the tenant in accordance with this Section constitutes permission to the landlord to enter the dwelling unit for the purpose of inspecting for or controlling bed bugs.

<sup>1</sup> Period of time required for notice should be amended pursuant to state notice requirements.

D) A tenant who fails to notify the landlord of the presence of bed bugs in accordance with Sub. C of this Section shall be liable for all bed bug control expenses for the unit and surrounding units that are or may become infested with bed bugs. Such expenses may include, but are not limited to:

- The cost of the pest control treatment or treatments;

- The removal and replacement of carpet or flooring;

- The removal and replacement of cabinets or other surfaces;

- Repainting; and

The cost borne by the landlord of placing each resident displaced from a unit that became infested with bed bugs as a result of a tenant's failure to notify the landlord of the presence of bed bugs in accordance with Sub. C of this Section in a temporary residence while his or her unit is treated for bed bugs.

Upon notice from the landlord pursuant to Section 3 C of this act, a tenant shall grant the landlord, the landlord's agent and employees of the landlord's designated pest control company access to the unit for purposes of conducting an inspection and/or controlling bed bugs.

Failure to allow access for control of a bed bug infestation as described in Sub. E of this Section shall result in the tenant being financially responsible for all pest control treatments of the unit and surrounding units that are or may become infested as a result of the tenant's noncompliance. Such expenses may include, but are not limited to:

- The cost of the bed bug control treatment or treatments;

- The removal and replacement of carpet or flooring;

- The removal and replacement of cabinets or other surfaces;

- Repainting; and

The cost borne by the landlord of placing each resident displaced from a unit that became infested with bed bugs as a result of a tenant's failure to allow access to his or her unit for the purposes of bed bug control in accordance with Sub. E of this Section in a temporary residence while his or her unit is treated for bed bugs.

The tenant shall comply with all protocols set forth by the landlord, the landlord's agent and the landlord's designated pest control company, which are deemed necessary to carry out control of a bed bug infestation including, but not limited to, pre-treatment activities, evacuation of the dwelling unit during and after treatment for a specified period of time, the completion of all post-treatment activities and the immediate reporting of ineffective treatment or re-infestation of bed bugs to the landlord.

H) Failure to completely comply with the pest control protocols as described in Sub. G of this Section will result in the tenant being financially responsible for all pest control treatments of the unit and surrounding units that are or may become infested as a result of the tenant's noncompliance. Such expenses may include, but are not limited to:

- The cost of the bed bug control treatment or treatments;

- The removal and replacement of carpet or flooring;

- The removal and replacement of cabinets or other surfaces;

- Repainting; and

The cost borne by the landlord of placing each resident displaced from a unit that became infested with bed bugs as a result of a tenant's failure to comply with protocols in accordance with Sub. G of this Section in a temporary residence while his or her unit is treated for bed bugs.

The tenant shall not apply any bed bug control techniques as set forth in Section 2 B of this act.

#### Section 5.

A tenant's failure to comply with this act shall entitle the landlord to terminate the tenancy and seek damages from the tenant. The need for control of bed bugs in a unit of multifamily residential rental property shall constitute damages to the unit beyond normal wear and tear. The landlord may itemize and deduct from the tenant's security deposit actual bed bug control costs pursuant to article(s) (XX) of title (XX) of the (STATE) statute [State Security Deposit law] if the tenant fails to allow access to the unit in accordance with Section 4 E of this act or comply with the bed bug protocols in accordance with Section 4 G of this act.

In addition to Sub. A of this Section, the landlord shall have a separate cause of action for the collection of costs related to the control of bed bugs that exceed a tenant's security deposit and for which the tenant is liable to the landlord under this act.

Notwithstanding this act, the landlord and tenant may agree that the tenant is wholly responsible for bed bug control costs.